

**VOLUNTARY CLEANUP CONTRACT
16-6410-NRP**

**IN THE MATTER OF
WESTGATE MOBILE HOME SITE, GREENVILLE COUNTY
and
KAIROS OF GREENVILLE, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Kairos of Greenville, LLC with respect to the Property located at 200 S. Buncombe Road, Greer, South Carolina. The Property includes approximately 5.9 acres identified by Tax Map Serial Number(s) G006000300103. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of May 23, 2016, and any amendments thereto, by Kairos of Greenville, LLC which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710, et seq. (2002 & Supp. 2015, as amended); the South Carolina Hazardous Waste Management Act (SCHWMA), S.C. Code Ann. §§ 44-56-10, et seq. (2002 & Supp. 2015, as amended); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq. (1994); the State Underground Petroleum Environmental Response Bank Act, (SUPERB Act), S.C. Code Ann. §§ 44-2-10, et seq. (2002 & Supp. 2015, as amended); and the Pollution Control Act, §§ 48-1-10 et seq. (2008 & Supp. 2015, as amended).

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, and if not set forth therein, shall have the meaning assigned to them pursuant to the SCHWMA, the PCA, the SUPERB Act, or CERCLA.

- A. "Kairos" means Kairos of Greenville, LLC.
- B. "Beneficiaries" means Kairos' Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
- C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of Kairos or its Beneficiaries.
- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.
- I. "Site" means all areas where a contaminant, petroleum, or petroleum product has been released, deposited, stored, disposed of, or placed or otherwise comes to be

located; "Site" does not include any consumer product in consumer use or any vessel.

- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators of the Property include the following:

Threatt-Maxwell Enterprises, Inc.	September 1965
C. R. Maxwell	August 1977
Westgate Greer LLC	December 1997
Upstate Marine (operator)	1965 - 2015

- B. Property and Surrounding Areas: The Property is located in the southwest quadrant at the intersection of Chick Springs and S. Buncombe Roads in Greer. The Property is bounded generally by Chick Springs Road to the north with retail / commercial facilities beyond; by S. Buncombe Road to the east with car dealerships and commercial facilities; by the P&N Railroad tracks to the south with the former John Deere Plating Shop beyond; and by the former General Battery Corporation (Exide Battery) facility to the west.

Between 1965 and 1976, the Property was developed as the Westgate Mobile Home Park located at 105 Chick Springs Road. At the same time, an automobile and marine repair shop began operations on the south east corner of the Property. The Mobile Home Park provided space for fifty-two (52) mobile trailers and ceased operations prior to 2005. The mobile trailers have been removed from the Property. The repair shop operated until 2015. Currently the Property is developed with one residence in the former Mobile Home area and two buildings used by the marine repair operations, one of which was a paint shop. The former driveways and some trailer pads are present.

C. Regulatory Issues:

In 1999, Exide Corporation, pursuant to Consent Order 99-32-HW between the Department and the Exide Corporation, conducted a surface soil removal action on the Property to remove lead impacted soil. Fugitive industrial emissions from the Exide Battery facility located west of the Property resulted in the deposition of lead in soil on the Property. Approximately three (3) acres of the Property underwent a removal action. Surface soil was removed to a three (3) inch depth in all areas not covered by roadways, pavements, buildings or trailers. Confirmatory samples were collected and subjected to X-Ray Fluorescence (XRF) to verify that the lead goal of 400 milligrams per kilogram (mg/kg) had been met. An additional three inches of soil was excavated from seven (7) of the grids. The excavated areas were restored with clean backfill, were graded, and hydroseeded. Approximately 1,700 tons of lead impacted soil were excavated and disposed off the Property. The concentration of lead was greater than 400 mg/kg in surface soil beneath ten (10) of the trailers. In order to eliminate this potential exposure, a two (2) inch grout surface was put in place beneath these ten trailers. The concentration of lead remaining in soil beneath Lot 9 (1580/1520 mg/kg), Lot 10 (1260 mg/kg), and Lot 36 (893 mg/kg) exceeds the EPA Regional Screening Level Industrial Soil value of 800 mg/kg.

The Department's files contain several reports regarding regulatory actions on the Property including the following: *Westgate Trailer Park Final Report*, dated October 20, 1999, prepared by WRS Infrastructure; the *Remedial Action Report Westgate Trailer Park*, dated December 5, 1999, prepared by Advanced Geoservices Corp; and the US EPA Source Identification of Lead Contamination, dated July 3, 2001.

D. Investigations / Reports:

A *Phase I Environmental Site Assessment Report*, dated May 20, 2016, prepared by EnviroSouth Environmental Consultants (EnviroSouth) was submitted in support of the Application. That Phase I included the *Soil and Groundwater Assessment Report*, dated May 3, 2016, also prepared by EnviroSouth. In April 2016, six (6) groundwater samples were collected from temporary wells on the Property and were analyzed for volatile organic compounds (VOCs). Twelve (12) surface soil samples from locations across the Property were collected (from 0 to 12 inches) and analyzed for lead. In addition, a soil sample was collected from the drain area of the paint shop building; and a soil sample was collected in the area of distressed vegetation at the above ground storage tank (AST) located at the rear of the marine repair shop. These two soil samples were analyzed for VOCs. Trichloroethene was detected in groundwater above the maximum contaminant level (MCL); methyl-tert-butyl-ether was detected in groundwater at a concentration greater than the Regional Screening Level Summary Table (RSL) Tapwater value. The VOCs in groundwater were confined to those wells located in the marine repair shop area of the Property. Lead was not detected in the surface soil samples at concentrations above 400 mg/kg.

E. Applicant Identification: Kairos is a South Carolina limited liability company with its principal place of business located at 2387 Roper Mountain Road, Simpsonville, South Carolina 29681. Kairos affirms that it has the financial resources to conduct the response action pursuant to this Contract.

F. Proposed Redevelopment: Kairos will acquire the Property and intends to redevelop the Property for retail space and a restaurant(s).

BONA FIDE PROSPECTIVE PURCHASER STATUS

3. Kairos certifies that it and its members are not a current owner of the Property, or parent, successor or subsidiary of a current or past owner of the Property; are not a Responsible Party for the Site, or a parent, successor or subsidiary of a Responsible Party for the Site; and have not had any involvement with the Property in the past other than activities performed in anticipation of acquisition and participation in the Voluntary Cleanup Program. Kairos also certifies that it and its members are eligible to be a Bona Fide Prospective Purchaser for the Property.

RESPONSE ACTION

4. Kairos agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by Kairos, or its designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A report of the assessment results shall be submitted by Kairos, or its designee in accordance with the schedule provided in the initial Work Plan. Kairos acknowledges that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. Kairos agrees to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, Kairos may seek an amendment of this Contract to clarify its further responsibilities. Kairos shall perform all actions required by this Contract, and any related actions of Kairos' choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). Kairos shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
 - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
 - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with the South Carolina Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2012, as amended). The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
 - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:
 - i. TAL - the full EPA Target Analyte List;
 - i). TAL Metals - EPA Target Analyte List excluding cyanide;
 - ii. TCL - the full EPA Target Compound List;
 - i). TCL VOCs - EPA Target Compound List Volatile Organic

- Compounds;
- ii). TCL SVOCS - EPA Target Compound List Semi-Volatile Organic Compounds;
- iii). TCL Pesticides - EPA Target Compound List Pesticides;
- iv). TCL PCBs - EPA Target Compound List Polychlorinated Biphenyls.
- iii. Lead, copper and tin.
- d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "United States Environmental Protection Agency Regional Screening Levels for Chemical Contaminants at Superfund Sites" (EPA RSLs) in effect at the time of sampling. The applicable Protection of Groundwater Soil Screening Level (SSL) shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.
- 6). The Work Plan shall include the names, addresses, and telephone numbers of Kairos' consulting firm(s), analytical laboratories, and Kairos' contact person for matters relating to this Contract and the Work Plan.
 - a). The analytical laboratory shall possess applicable Certification defined in the State Environmental Laboratory Certification Program, 7 S.C. Code Ann. Regs. 61-81 (2012, as amended), for the test method(s) and parameters specified in the Work Plan.
 - b). Kairos shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify Kairos in writing of approvals or deficiencies in the Work Plan.
- 8). Kairos, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). Kairos shall begin implementation of the Work Plan as soon as reasonably

- possible after receipt of written approval of the Work Plan by the Department.
- 10). Kairos shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
 - 11). Kairos shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. Kairos shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. Report(s) shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.
- 3). All report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). Kairos shall characterize all Waste Materials and Segregated Sources

identified below. Assessment shall include an evaluation of contaminant concentrations and an estimation of the quantity or extent of each type of Waste Material or Segregated Source, as applicable, or as specified below.

- a). Marine fuel above ground storage tank (AST) located next to rear wall of repair building;
 - b). 55-gallon drums of outboard motor oil;
 - c). Roofing materials and general debris.
- 2). Kairos shall also characterize for disposal any other Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.
 - 3). Upon discovery of any Segregated Source that has not yet released all of its contents to the environment, Kairos shall expeditiously stabilize or remove the Segregated Source from the Property.
 - 4). Kairos shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. Kairos shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). Kairos shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). Kairos shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to Kairos, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). Kairos shall collect and analyze a minimum of twenty-one (21) soil samples from thirteen (13) locations on the Property. Kairos shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (2-foot minimum depth) from each of the following locations, unless specified otherwise:
 - a). A presumed background location to be analyzed for TAL Metals plus tin.
 - b). Lot 9, Lot 10 and Lot 36 to be analyzed for tin plus the parameters listed below for surface and subsurface soil samples;
 - c). Drain area of the repair shop building;
 - d). At the AST piping connections in vicinity of stained vegetation;
 - e). Two additional locations within the marine repair building portion of the Property;
 - f). A minimum of five additional locations within the trailer park portion of the Property. Subsurface samples shall be collected and analyzed for TAL Metals and SVOCs.
- 2). Unless otherwise specified above, each surface soil sample shall be analyzed for TAL Metals and SVOCs. Each subsurface sample shall be analyzed for TAL Metals, VOCs and SVOCs. A minimum of two surface and two subsurface samples from a probable impacted area (AST/drain; and Lot 9) shall be analyzed for the full EPA TAL (includes cyanide) and EPA TCL plus tin.
- 3). Soil quality results shall be compared to the EPA RSL Resident and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

- 1). Kairos shall assess groundwater quality and determine the direction of flow across the Property. Assessment shall include samples from a minimum of three (3) permanent monitoring wells to be screened to bracket the water table. Specific locations shall be as follows:

- a). At Lot 36;
 - b). At the former EnviroSouth temporary well location TW-4;
 - c). North of Lot 9.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, VOCs, SVOCs plus tin. In addition, the sample from the well located at the former EnviroSouth temporary well location TW-4 shall be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL.
- 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the State Primary Drinking Water Regulations, 4 S.C. Code Ann. Regs. 61-58 (2011 & Supp. 2015, as amended), or, if not specified in R.61-58, to the EPA RSL for "Tapwater."

G. Evaluate and control potential impacts to indoor air:

- 1). Kairos shall evaluate potential impacts to indoor air if the Department determines that the concentrations of VOCs present in the subsurface pose a threat to indoor air quality based on EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance. The Department's decision will be constrained towards predicting commercial exposures consistent with the building construction proposed to be used on the Property.
- 2). If required, Kairos shall submit a Vapor Intrusion Assessment Work Plan followed by a report of the results.
- a). For future buildings, Kairos' evaluation of vapor intrusion risk shall, unless otherwise agreed to by the Department, consist of collection and analysis of a representative number of soil gas samples from the proposed footprint of buildings to be constructed on the Property over areas potentially subject to vapor intrusion.
 - b). Soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting soil gas concentrations at

screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens based on an appropriate attenuation factor.

- c). Soil gas sampling results and predicted indoor air concentrations shall be compared to screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens based on the EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance.
- 3). Should the results of the Vapor Intrusion Assessment indicate that contaminant concentrations exceed levels indicative of a 10^{-6} cancer risk or a hazard quotient/hazard index of 1 for non-carcinogens for the proposed use of the Property, Kairos shall evaluate options for corrective measures and engineering controls to ensure acceptable indoor air quality. At a minimum, Kairos shall propose and implement engineering controls to mitigate contaminant vapor intrusion to meet acceptable levels in accordance with Paragraph 4.H of this Contract.
- 4). The Department may allow Kairos to implement pre-emptive vapor intrusion mitigation measures in lieu of the above Vapor Intrusion Assessment. Vapor intrusion mitigation measures shall be completed and evaluated in accordance with Paragraph 4.H of this Contract.

H. Institute reasonable Contamination control measures:

- 1). Kairos shall stabilize or remove from the Property any Segregated Sources of Contamination that have not yet released all of its contents to the environment.
 - a). The contents of the Segregated Sources shall be properly reused or disposed of in accordance with regulations.
 - b). Kairos shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.

- 2). Kairos shall take reasonable measures to limit or prevent human exposure to Existing Contamination on the Property.
- a). Corrective measures shall be required for Waste Materials and Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure. Known media or Waste Materials that require Corrective Measures include, but may not be limited to, the following:
- i. List all contaminated media and waste materials that require corrective measures that are known at the time the Contract is written
 - i). Marine fuel above ground storage tank (AST) located next to rear wall of repair building;
 - ii). 55-gallon drums of outboard motor oil;
 - iii). Roofing materials and general debris.
- b). The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property. Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination.
- c). If required, vapor intrusion control measures shall be designed to effectively mitigate vapor intrusion risk to a 10^{-6} risk for carcinogens and a hazard quotient/hazard index of 1 for non-carcinogens based on current EPA RSLs and guidance on vapor intrusion. All vapor intrusion control measures shall include measures to confirm that the vapor mitigation system is effective, and measures to ensure and document proper and effective operation and maintenance of the vapor intrusion mitigation system for as long as it is required at the Property. The Department shall give reasonable consideration of data or other demonstration that shows any unacceptable indoor air contaminant concentrations do not result from the subsurface conditions.

- d). Kairos may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, Kairos shall submit for Department approval, an overview of risk assessment assumptions including identification of Contamination exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.
- e). In the event that development of the Property will require disturbance of contaminants in soil or groundwater, Kairos shall propose a Media Management Plan. This plan shall identify procedures for management of contaminated soil and groundwater that may be encountered during development activities on the Property. The Media Management Plan shall address management of contaminated media when encountered on the Property, its characterization if necessary for offsite disposal, and identification of the final disposal location for all contaminated media.
- f). Upon completion of any corrective measures, Kairos shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.
- g). In the event that corrective measures include engineering controls that must be maintained and monitored for future use of the Property, a Stewardship Plan may be required by the Department. If required, the Stewardship Plan shall identify procedures for management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

I. Monitor and/or abandon the monitoring wells:

- 1). Kairos shall implement a groundwater-monitoring program if required by the

Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.

- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). Kairos shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with South Carolina Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2012, as amended).

HEALTH AND SAFETY PLAN

5. Kairos shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy on compact disk (in .pdf format). Kairos agrees that the Health and Safety Plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Kairos.

PUBLIC PARTICIPATION

6. Kairos and the Department will encourage public participation to implement this Contract as follows:
 - A. The Department will provide notice, seek public comment, and initiate a thirty (30) day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. § 44-56-750 upon signature of this Contract by Kairos.
 - B. Kairos shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one

(1) day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.

- 1). The sign(s) will state "Voluntary Cleanup Project by Kairos of Greenville, LLC under Voluntary Cleanup Contract 16-6410-NRP with the South Carolina Department of Health and Environmental Control." The sign(s) shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of Kairos. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".
- 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
- 3). Kairos shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the sign(s). The photographs shall be submitted to the Department within ten (10) days of erecting the sign(s).
- 4). Kairos agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). Kairos shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, Kairos shall restore the sign(s) within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. Kairos shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within sixty (60) days of Work Plan approval and semi-annually thereafter.

A. The updates may be in summary letter format, but should include information about:

- 1). The actions taken under this Contract during the previous reporting period;
- 2). Actions scheduled to be taken in the next reporting period;
- 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
- 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

8. Kairos shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. Kairos shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. Kairos or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property to restrict the use of the Property from residential, recreational, agricultural, child day care, and adult day care use and to prohibit the use of groundwater on the Property. Additional restrictions may be required based on the response actions completed under this Contract. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

- A. The Department shall prepare and sign the Declaration prior to providing it to Kairos. An authorized representative of Kairos or its Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.
- B. Kairos or its Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
- C. Kairos or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
- D. In the event that Contamination exceeds levels acceptable for unrestricted use (EPA RSLs for residential use and/or MCLs) on a portion of the Property, Kairos or its Beneficiaries may create a new parcel of that portion of the property that will be subject to the Declaration.
- E. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
- F. The Declaration shall reserve a right of entry and inspection for Kairos or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
 - 1). Kairos or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
 - 2). Kairos or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the

Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.

- G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after Kairos acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.
- H. Kairos or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st in a manner and form prescribed by the Department.
- I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the EPA RSL Summary Table in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the EPA RSL Summary Table. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

NOTIFICATION

- 10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if

acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Jo Cherie Overcash
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

B. All correspondence and notices to Kairos shall be submitted to Kairos' designated contact person who as of the effective date of this Contract shall be:

Spero Eliopoulos
Kairos of Greenville, LLC
2387 Roper Mountain Road
Simpsonville, South Carolina 29681

FINANCIAL REIMBURSEMENT

11. Kairos or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C. Code Ann. § 44-56-750(D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as

related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to Kairos on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Spero Eliopoulos
Kairos of Greenville, LLC
2387 Roper Mountain Road
Simpsonville, South Carolina 29681

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to Paragraph 16 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to Paragraph 16 herein.

ACCESS TO THE PROPERTY

- 12. Kairos agrees the Department has an irrevocable right of access to the Property for environmental response matters after Kairos acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

- 13. A Certificate of Completion shall be issued to Kairos or its Beneficiaries for the Property under this Contract as follows:

- A. Kairos or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.
- B. Pursuant to § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that Kairos or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. §§ 44-56-710 through 760.
- C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.
 - 1). A Provisional Certificate of Completion will include specific performance standards that Kairos or its Beneficiaries shall continue to meet.
 - 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if Kairos or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

- 14. Kairos or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. Kairos shall summarize the new

operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, Kairos, and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:

- A. Kairos or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
- B. Kairos and its Beneficiaries shall not allow residential occupancy on any portion of the Property prior to obtaining the Certificate of Completion or a Provisional Certificate of Completion specific to that portion of the Property allowing residential occupancy.
- C. If the Certificate of Completion has not been issued, Kairos or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:
 - 1). Is not a Responsible Party for the Site;
 - 2). Has sufficient resources to complete the activities of this Contract;
 - 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract;
 - 4). Will assume the protections and all obligations of this Contract; and,

- 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.

D. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, Kairos or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty (30) days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

CONTRACT TERMINATION

16. Kairos, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty (30) days advance written notice to the other party. Termination shall be subject to the following:

A. The Department may not terminate this Contract without cause and before termination, shall provide Kairos or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:

- 1). Failure to complete the terms and conditions of this Contract;
- 2). Change in Kairos' or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;

- 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
 - 4). Failure of Kairos or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by Kairos or its Beneficiaries;
 - 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
 - 6). Failure by Kairos or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
 - 7). Failure by Kairos or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of Kairos' or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.
- B. Should Kairos or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by Kairos or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.
- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of Kairos or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents,

subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. Kairos and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

- A. Effective on the date this Contract is first executed by the Department:
 - 1). Protection from contribution claims under CERCLA § 113, 42 U.S.C. § 9613 and SCHWMA § 44-56-200.
 - 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
 - 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to the Income Tax Act, S.C. Code Ann. § 12-6-3550 (2014).
- B. Effective on the date the Certificate of Completion is issued by the Department.
 - 1). The Department's covenant not to sue Kairos and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by Kairos or its Beneficiaries.
 - 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.
- C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by Kairos or its Beneficiaries. The Department retains all rights under State and Federal laws to compel Kairos and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by Kairos or its Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than Kairos and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than Kairos and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY KAIROS

19. Kairos retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. Kairos and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, Kairos and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. Kairos and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by Kairos or its Beneficiaries. Kairos and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY KAIROS AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, Kairos and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

[Remainder of page left blank]

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

Daphne G. Neel, Chief
Bureau of Land and Waste
Management

DATE:

Reviewed by Office of General Counsel

KAIROS OF GREENVILLE, LLC

BY:

DATE:



9/8/16



Spero Eliopoulos, Member

APPENDIX A

KAIROS OF GREENVILLE, LLC

Application for Non-Responsible Party Voluntary Cleanup Contract

May 23, 2016



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: ☒ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☒ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity

3. Applicant's Legal Name Kairos of Greenville, LLC

4. Contract Signatures for this Applicant

a. Authorized Signatory

<u>Spero Eliopoulos</u>	<u>Member</u>	<u>seliopoulos@gmail.com</u>
Name	Title	Email
<u>2387 Roper Mountain Road</u>	<u>864-630-0838</u>	
Address	Phone1	Phone2
<u>Greenville</u>	<u>South Carolina</u>	<u>29681</u>
City	State	Zip

b. Other Signatories ☒ None

Name	Title	Phone	Email	Signature Required On Contract?
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

2387 Roper Mountain Road

<u>Street address</u>	<u>Suite Number</u>
<u>Greenville</u>	<u>29681</u>
City	Zip
<u>South Carolina</u>	
State	

6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

<u>Contact person (if different from Authorized Signatory)</u>	<u>Title</u>
<u>Street Number or PO Box</u>	<u>Phone1</u>
<u>City</u>	<u>Phone 2</u>
<u>State</u>	<u>Zip</u>
<u>Email</u>	

7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in South Carolina (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

<u>Spero Eliopoulos</u>	<u>50%</u>
<u>Walter E. Panagakos</u>	<u>50%</u>

RECEIVED

MAY 23 2016

**SITE ASSESSMENT,
REMEDIATION &
REVITALIZATION**

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?
☐ Yes ☒ No

d. If yes, identify all affiliations:

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

[Signature]
Authorized Signatory

Co Signatories

II. Property Information

9. Location

a. Physical Address 200 S. Buncombe Road, Greer, South Carolina

b. County Greenville

c. ☐ Property is outside any municipal boundaries ☒ Property is inside the municipal limits of Greer
(town/city)

10. List any Companies or Site names by which the Property is known

formerly Westgate Mobile Home Park

11. Total Size of Property Covered by this Contract 5.9 +/- Acres

12. How many parcels comprise the Property? 1

13. Current Zoning (general description)

C-3

Commercial and light service land uses. Typical uses may include auto service, catering, electronics and appliance repair, night clubs/taverns, liquor stores.

14. a. Does the property have any above- or below-ground storage tanks? ☒ Yes ☐ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

One (1) approximately 200-gallon above-ground storage tank (AST) that is believed to be substantially full of marine engine oil or fuel.

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# G006000300103
 b. Acreage 5.9 +/-
 c. Current Owner Westgate Greer LLC
 d. Owner Mailing Address 202 Wilmington Road
Greenville, SC 29615
 e. Contact Person for Access Anne Bailey
 f. Access Person's Phone # 864-414-4655
 g. Is Parcel Currently Vacant? ☒ Yes ☐ No
 h. Buildings on the parcel? ☐ None
 (check all that apply) ☐ Demolished/Ruins
☒ Intact, To be demolished
☐ Intact, To be re-used
 i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since 2010
 (approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# _____
 b. Acreage _____
 c. Current Owner _____
 d. Owner Mailing Address _____
 e. Contact Person for Access _____
 f. Access Person's Phone # _____
 g. Is Parcel Currently Vacant? ☐ Yes ☐ No
 h. Buildings on the parcel? ☐ None
 (check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
 i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
 (approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# _____
 b. Acreage _____
 c. Current Owner _____
 d. Owner Mailing Address _____
 e. Contact Person for Access _____
 f. Access Person's Phone # _____
 g. Is Parcel Currently Vacant? ☐ Yes ☐ No
 h. Buildings on the parcel? ☐ None
 (check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
 i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
 (approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# _____
 b. Acreage _____
 c. Current Owner _____
 d. Owner Mailing Address _____
 e. Contact Person for Access _____
 f. Access Person's Phone # _____
 g. Is Parcel Currently Vacant? ☐ Yes ☐ No
 h. Buildings on the parcel? ☐ None
 (check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
 i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
 (approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# _____
 b. Acreage _____
 c. Current Owner _____
 d. Owner Mailing Address _____
 e. Contact Person for Access _____
 f. Access Person's Phone # _____
 g. Is Parcel Currently Vacant? ☐ Yes ☐ No
 h. Buildings on the parcel? ☐ None
 (check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
 i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
 (approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# _____
 b. Acreage _____
 c. Current Owner _____
 d. Owner Mailing Address _____
 e. Contact Person for Access _____
 f. Access Person's Phone # _____
 g. Is Parcel Currently Vacant? ☐ Yes ☐ No
 h. Buildings on the parcel? ☐ None
 (check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
 i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
 (approx date)
☐ In operation: nature of the business _____

III. Property Redevelopment

16. Describe the intended re-use of the property:
(attach additional sheets if necessary)

Potential retail stores and restaurant

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number 30
☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ Unknown


20. a. Will there be Intangible benefits from this redevelopment such as:
☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☐ Creation / Preservation of Green Space on the Property
☐ Deconstruction/ Recycling of demolition or building debris
☒ Other Unknown at this time

b. Please Describe:

21. Anticipated date of closing or acquiring title to the property 08 / 30 / 2016

22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.



Signature(s)

IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm

☐ None as of this application date

EnviroSouth, Inc.

Company

3440 Augusta Road	Greenville	South Carolina	29605	
Address	City	State	Zip	
Thomas F. Donn	908	864-236-9010	864-230-4371	tdonn@envirosouth.com
Project Contact1	S.C PE/PG Reg. #	Phone1	Phone 2	email
Project Contact 2	S.C PE/PG Reg. #	Phone1	Phone 2	email

24. Legal Counsel (Optional)

Firm

Attorney

Phone 1

Phone 2

Street Number or PO Box

City

State

Zip

email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact

Title

Company

Phone

Address

City

State

Zip

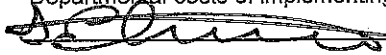
26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☐ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.



Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☐ Plat Map ☒ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by EnviroSouth, Inc.

(Name of Environmental Firm)

☐ Older report updated in the past six months by _____

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☐ The Applicant is not aware of any environmental testing on the property

☒ The Applicant believes the Department already has all environmental data in its files on: Westgate Mobile Home Park

☒ The Following reports are attached: _____ (Site Name)

Report Date

Report Name

Environmental Firm

May 3, 2016

Soil and Groundwater Assessment Report

EnviroSouth, Inc.

(as part of Phase I ESA)

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties:(check one)

☐ Enclosed with this Application as an Attachment

☒ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.



Signature(s)

This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		

PROPERTY DESCRIPTION

ALL those pieces, parcels or tracts of land, consisting of tracts containing 3.65 acres, 1.46 acres, 1 acre and .24 acre, respectively, situate, lying and being on the Westerly side of Buncombe Road, near the City of Greer, in the County of Greenville, State of South Carolina, as shown on a plat entitled "Survey for Tom Threatt, et al.", dated February 2, 1966, prepared by Piedmont Engineers & Architects, and having, according to said plat, the following metes and bounds:

BEGINNING at a point at the Southwesterly corner of the intersection of Old Chick Springs Road and Buncombe Road, and running thence with the Westerly side of Buncombe Road as follows: S. 32-07 E. 159.4 feet to a point, S. 34-15 E. 147.2 feet to a point, and S. 34-24 E. 360 feet to a point at the Northwestern corner of the intersection of Buncombe Road and the Northerly boundary of the right of way for P & N Railroad; thence with the Northerly boundary of the right of way for P & N Railroad, the chords of which are as follows: S. 67-25 W. 217.2 feet to a point and S. 58-30 W. 226 feet to a point in the line of property now or formerly of Bowers Battery Mfg. Co.; thence with the line of said Bowers Battery Mfg. Co. property as follows: N. 29-10 W. 410.9 feet to a point and N. 29-10 W. 294.1 feet to a point on the Southerly side of Old Chick Springs Road; thence with the Southerly side of Old Chick Springs Road as follows: N. 70-21 E. 60 feet to a point, N. 70-21 E. 150 feet to a point and N. 67-48 E. 181.7 feet to the point of beginning.

-285-96-3-1.3